Ex'rs, 78 Mo. 245. See also *New Orleans, etc. R.* v. *Jopes*, 142 U. S. 18, 27. The employer's duty which is violated in these cases is one based on the existing relationship. *Delaware, etc. R.* v. *Trautwein*, 52 N. J. L. 169, 19 Atl. 178; *Chicago, etc. R.* v. *Flexman, supra*. See also *Gillespie* v. *Brooklyn Hts. R.*, 178 N. Y. 347, 352, 70 N. E. 857, 859; 28 HARV. L. REV. 620. The justification for imposing such an enlarged responsibility is found in the large degree to which the public in such situations surrender the care of their persons during periods of particular danger. *Hayne* v. *Union St. Ry.*, 189 Mass. 551. See also *Clancy* v. *Barker*, 71 Neb. 83, 92, 98 N. W. 440. The true basis of the decision in the principal case must be along the lines of the doctrine just laid down. If so, it is an extension into what the court recognizes as private business of a relational responsibility hitherto confined to public service enterprises. But see *Dickson* v. *Waldron*, 135 Ind. 507, 35 N. E. 1. If it is recognized that the true test for such extension is the degree of danger and bodily surrender in each situation, there is no reason why this should not be done. It becomes then a question of fact and policy rather than of law. Thus, see *Clancy* v. *Barker*, 71 Neb. 83, 101, 98 N. W. 440; *Clancy* v. *Barker*, 131 Fed. 161, 165, 166, 172; *Rahmel* v. *Lehndorff*, 142 Cal. 681, 76 Pac. 659.

CONFLICT OF LAWS — EFFECT AND PERFORMANCE OF CONTRACTS — APPLICATION OF FRENCH MORATORIUM TO A CONTRACT TO BE PERFORMED IN ANOTHER COUNTRY. — A bill of exchange was drawn and accepted in France, payable in New York. The holder sues on it in New York, after it is due according to its terms, but before it is due under the French moratorium. *Held*, that the bill is not due. *Taylor* v. *Kouchakji*, 56 N. Y. L. J. 813.

The authorities on what law governs the validity of a contract are in great confusion. Probably the most prevalent rule makes it depend on the intention of the parties. *Hamlyn & Co.* v. *Talisker Distillery*, [1894] A. C. 202. According to another line of cases the validity is governed by the law of the place of performance. *Douglass* v. *Paine*, 141 Mich. 485, 104 N. W. 781. Still a third rule makes it governed by the law of the place where the contract is made. *Carnegie* v. *Morrison*, 2 Met. (Mass.) 381. Theory as well as convenience would seem to support this last rule. See Joseph H. Beale, "What Law Governs the Validity of a Contract?" 23 HARV. L. REV. 1. For the same reasons, matters relating to performance should be governed by the law of the place of performance. *Abt* v. *American Trust Savings Bank*, 159 Ill. 467, 42 N. E. 856. *Contra*, *Jacobs* v. *Credit Lyonnais*, 12 Q. B. D. 589. So the sufficiency of the presentation and notice of dishonor of a negotiable instrument is to be determined by the law of the place where it is payable. *Hirschfeld* v. *Smith*, L. R. 1 C. P. 340; *Pierce* v. *Indseth*, 106 U. S. 546. *Contra, Amsinck* v. *Rogers*, 189 N. Y. 252, 82 N. E. 134. A moratorium does not affect the validity of any obligation. It simply says that the right to have payment on a certain date according to contract is a right to have payment only at a later date, according to law. It should therefore affect only such obligations as are to be performed in the jurisdiction which issues the moratorium. *Roquette* v. *Overman*, L. R. 10 Q. B. 525. If a moratorium is regarded merely as affecting the remedy, *i. e.*, if the time of payment, both by contract and law, is the date agreed upon, but action for a breach is delayed, the principal case is the more clearly wrong, as such a question must surely be determined by the law of the forum. *Great Western Telegraph Co.* v. *Purdy*, 162 U. S. 329, 339. It seems pretty clear, however, that a moratorium affects the right of payment and not merely the remedy for a breach of such right.

CONFLICT OF LAWS — JURISDICTION FOR DIVORCE — NON-RESIDENT HUSBAND BRINGING ACTION IN STATE ALLEGED TO BE SEPARATE RESIDENCE OF WIFE. — In an action for divorce brought by the husband the jurisdiction of